

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA,
THE MOHAVE COUNTY, ARIZONA,
AND
THE UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT

THIS AGREEMENT is entered into 12 September, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), MOHAVE COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County"), and the UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT, acting by and through its Contracting Officer (the "BLM")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The BLM is empowered by the Federal Land Policy and Management Act of 1976, Public Law 94-979, Sec. 307(b) to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the BLM.

4. The State, the County and the BLM have agreed to cooperate in a feasibility study for a new alignment of SR-95 from the connection at SR-68 to the connection at I-40 Interchange.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25478
Filed with the Secretary of State
Date Filed: 09/12/02

Betsy Bayless
Secretary of State

By Daniel D. Kraenewald

II. SCOPE OF WORK

1. The State will:

a. Be the lead agency for the project, and select and hire a consultant to perform the study. Cooperate with the County and the BLM in performing the alignment feasibility study to determine an appropriate alignment of a new, safer limited access roadway to replace SR-95, from the connection to SR-68 to Interstate 40.

b. Be responsible for fifty percent (50%) of the cost of the feasibility study in an amount estimated at, and not to exceed \$150,000.00.

c. Upon execution of this agreement, invoice the County an amount not to exceed \$150,000.00 for the County's 50% participation cost of the feasibility study. Any unused funds will be returned to the County upon completion of the feasibility study.

2. The County will:

a. Participate with the parties hereto in accomplishing the new SR-95 feasibility study and be responsible for fifty percent (50%) of the cost, in an amount estimated at, and not to exceed \$150,000.00.

b. Upon receipt of an invoice, remit to the State an amount not to exceed \$150,000.00 for the County's 50% participation cost of the feasibility study.

3. The BLM will:

Cooperate with the parties hereto in the feasibility study of a new SR-95 alignment from the SR-68 connection to I-40 at the Lake Havasu/SR-95 traffic interchange.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, may be cancelled at any time prior to the advertisement of a consultant contract for this agreement, with thirty (30) days written notice to the other parties.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto, except the BLM, agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518. As to the BLM, applicable laws of the State and Federal government shall govern the rights of these parties with respect to the performance of this agreement.

The parties shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and Federal government, and acceptable to the State and Federal government. Such process will include a provision for arbitration.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

United States Department of Interior
Bureau of Land Management
2475 Beverly Avenue
Kingman, AZ. 86401

Mohave County
County Manager
PO Box 7000
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

U.S. DEPARTMENT OF INTERIOR
Bureau of Land Management

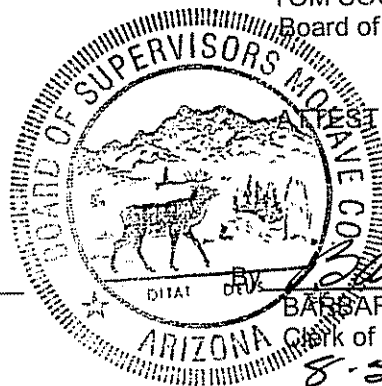
MOHAVE COUNTY, ARIZONA


By 
JOHN R. CHRISTENSEN
Field Office Manager, Kingman

By 
TOM SOCKWELL
Board of Supervisors

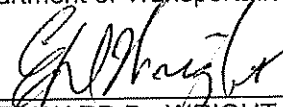
U.S. DEPARTMENT OF INTERIOR
Bureau of Land Management

By 
JANELL RIEFEL
Contracting Officer




BARBARA BRACKEN
Clerk of the Board
8-5-02

STATE OF ARIZONA
Department of Transportation

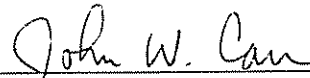
By 
EDWARD D. WRIGHT
State Engineer

JPA 96-168

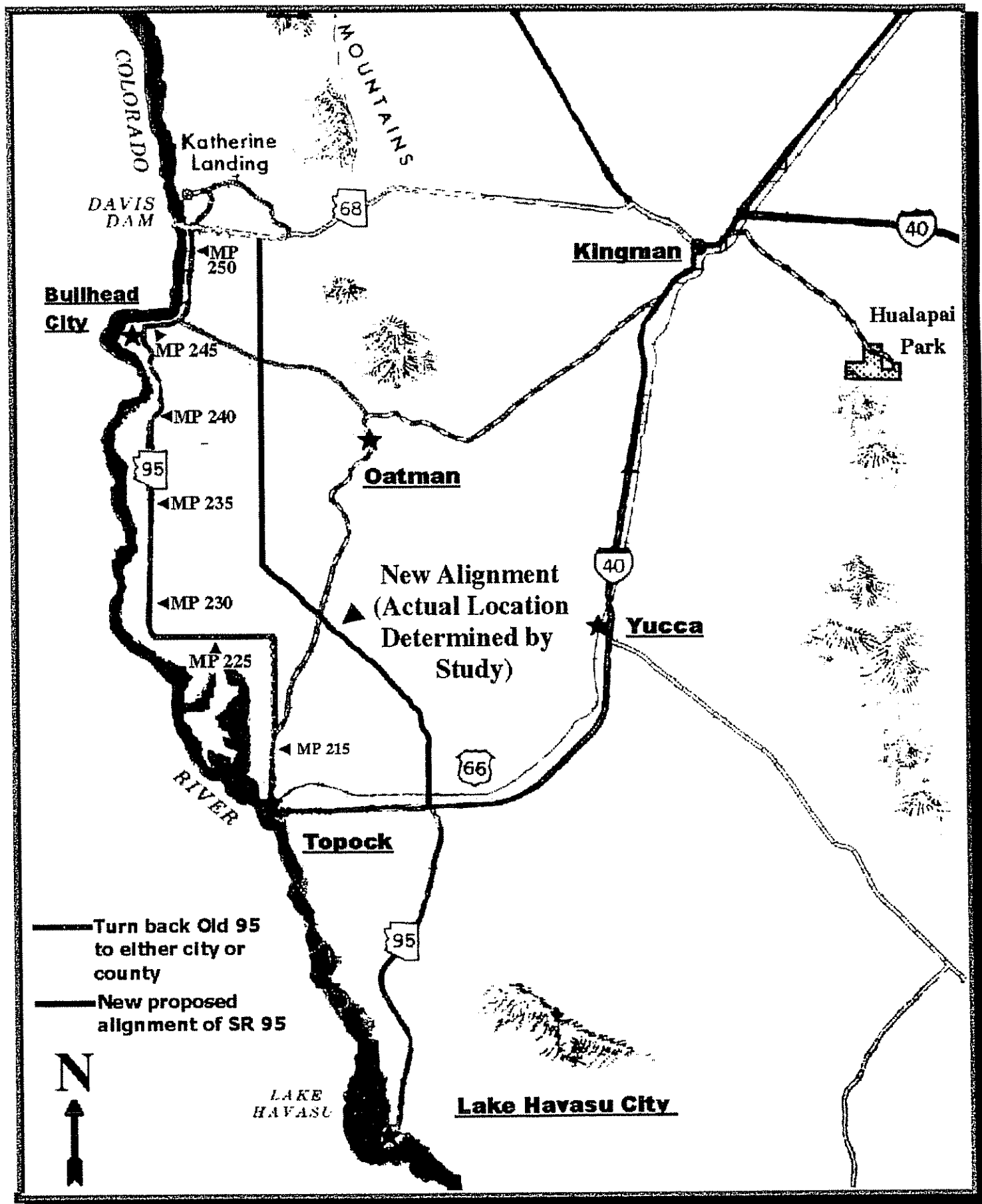
RESOLUTION

Be it Resolved on this 22nd Day of July 2002, that I, the undersigned VICTOR MENDEZ, Director as Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by the through the INTERMODAL TRANSPORTATION DIVISION, to enter into an agreement with MOHAVE COUNTY and the UNITED STATES DEPARTMENT of the INTERIOR, BUREAU OF LAND MANAGEMENT for the purpose of conducting a SR-95 alignment feasibility study.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Engineer for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is written over a horizontal line.

JOHN W. CARR, P.E., Staff Engineer
Intermodal Transportation Division
Development Group
for VICTOR M. MENDEZ, Director



RESOLUTION NO. 2002-265

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, MOHAVE COUNTY AND THE UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT PROVIDING FOR PARTICIPATION IN A FEASIBILITY STUDY FOR A NEW ALIGNMENT OF SR-95 FROM THE CONNECTION AT SR-68 TO THE CONNECTION AT I-40 INTERCHANGE.

WHEREAS, the Board of Supervisors met in Regular Session this 5th day of August, 2002; and

WHEREAS, Mohave County desires to enter into an Intergovernmental Agreement with the State of Arizona, acting by and through its Arizona Department of Transportation, and the United States of America, Bureau of Land Management for participating in such project; and

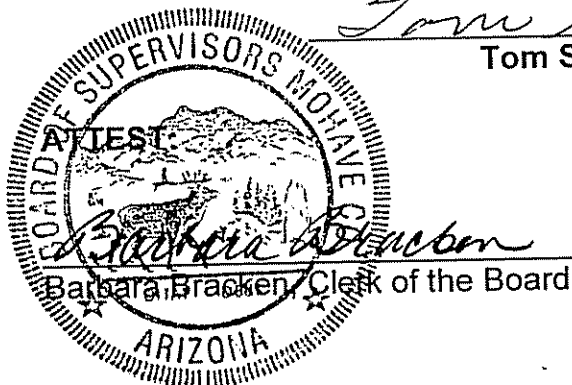
WHEREAS, Mohave County is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 11-251, the State is empowered to enter into this agreement by virtue of the provisions of A.R.S. § 28-108 and the United States of America, Bureau of Land Management is empowered to enter into this agreement by the Federal Land Policy and Management Act of 1976, Public Law 94-979, Sec. 307(b).

NOW, THEREFORE, BE IT RESOLVED that the County of Mohave enter into the Intergovernmental Agreement with the State of Arizona and the United States of America, Bureau of Land Management for participation in the feasibility study for a new alignment of SR-95 from the connection at SR-68 to the connection at I-40 Interchange project.

PASSED, APPROVED and ADOPTED this 5th day of August, 2002.

MOHAVE COUNTY BOARD OF SUPERVISORS


Tom Sockwell, Chairman



JPA 96-168

DETERMINATION

Arizona Contract No. JPA 96-168, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, MOHAVE COUNTY, and the UNITED STATES OF AMERICA, BUREAU OF LAND MANAGEMENT has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona, or the County to enter into said agreement.

DATED this 16 day of August, 2002.

THE UNITED STATES OF AMERICA


By

John R. Christina

APPROVAL OF MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 31st day of July, 2002.


Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646
MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0518-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED August 29, 2002.

Janet Napolitano
Attorney General

Susan E. Davis
Assistant Attorney General
Transportation Section

NO. _____
Filed with the Secretary of State
Date Filed: _____

Secretary of State

By: _____

SED:djd

Enc.